



(2) and 1145, Section 301(a) of the Labor Management Relations Act (“LMRA”) of 1947 as amended, 29 U.S.C. §185(a), 28 U.S.C. §1331, and federal common law.

2. Venue is proper pursuant to Section 502(e)(2) of ERISA, 29 U.S.C. §1132(e)(2), and 28 U.S.C. §1391 (a) and (b).

3. The Funds are multiemployer benefit plans within the meanings of Sections 3(3) and 3(37) of ERISA. 29 U.S.C. §1002(3) and 37(A). They are established and maintained pursuant to their respective Agreements and Declarations of Trust in accordance with Section 302(c)(5) of the LMRA. 29 U.S.C. § 186(c)(5). The Funds have offices and conduct business within this District.

4. Plaintiff Catherine Wenskus (“Wenskus”) is the Administrator of the Funds, and has been duly authorized by the Funds’ Trustees to act on behalf of the Funds in the collection of employer contributions owed to the Funds and to the Construction and General District Council of Chicago and Vicinity Training Fund, and with respect to the collection by the Funds of amounts which have been or are required to be withheld from the wages of employees in payment of Union dues for transmittal to the Construction and General Laborers’ District Council of Chicago and Vicinity (the “Union”). With respect to such matters, Wenskus is a fiduciary of the Funds within the meaning of Section 3(21)(A) of ERISA, 29 U.S.C. §1002(21)(A).

5. Defendant Lemont Paving Co., hereinafter “Lemont Paving,” does business within this District and was at all times relevant herein an employer within the meaning of Section 3(5) of ERISA, 29 U.S.C. §1002(5), and Section 301(a) of the LMRA, 29 U.S.C. §185(c).

6. The Union is a labor organization within the meaning of 29 U.S.C. §185(a). The Union and Lemont Paving have been parties to successive collective bargaining agreements, the first becoming effective October 3, 2005 (“Agreement”). (A true and accurate copy of the Independent Construction Industry Collective Bargaining Agreement signed by the Company which adopts and incorporates the various area-wide collective bargaining agreements and the Funds’ respective Agreements and Declarations of Trust is attached hereto as Exhibit A.)

7. The Funds have been duly authorized by the Construction and General Laborers’ District Council of Chicago and Vicinity Training Fund (the “Training Fund”), the Midwest Construction Industry Advancement Fund (“MCIAF”), the Chicagoland Construction Safety Council (the “Safety Fund”), the Laborers’ Employers’ Cooperation and Education Trust (“LECET”), the Illinois Small Pavers Association (the “ISPA”), the CDCNI/CAWCC Contractors’ Industry Advancement Fund (the “Wall & Ceiling Fund”), the CISCO Uniform Drug/Alcohol Abuse Program (“CISCO”), the Laborers’ District Council Labor Management Committee Cooperative (“LDCLMCC”), the CARCO Industry Advancement Fund (“CARCO”), the Underground Contractors Association (“UCA”), and the Chicago Area Independent Construction Association (“CAICA”) to act as an agent in the collection of contributions due to those funds.

8. The Agreement and the Funds’ respective Agreements and Declarations of Trust obligate Lemont Paving to make contributions on behalf of its employees covered by the Agreement, and to submit monthly remittance reports in which Lemont Paving, *inter alia*, identifies the employees covered under the Agreements and the amount of contributions to be remitted to the Funds on behalf of each covered employee. Pursuant to the terms of the Agreement, and the Funds’ respective Agreements and Declarations of Trust, contributions

which are not submitted in a timely fashion are assessed 20 percent liquidated damages plus interest.

9. The Agreement and the Funds' respective Agreements and Declarations of Trust require Lemont Paving to submit its books and records to the Funds on demand for an audit to determine benefit contribution compliance.

10. Lemont Asphalt Co. ("Lemont Asphalt") is a single employer and/or alter ego of Lemont Paving.

11. Lemont Asphalt and Lemont Paving performed the same type of covered work.

12. The ownership interests of both Lemont Paving and Lemont Asphalt are the same.

13. The President of Lemont Paving is Tracy Murphy; the President of Lemont Asphalt is Susan Murphy, Tracy Murphy's wife.

14. Lemont Paving and Lemont Asphalt employed many of the same employees/laborers, including but not limited to Driden Boquin and Melvin Boquin.

15. The wages of Lemont Asphalt employees were paid by Lemont Paving for work the employees performed for Lemont Asphalt.

16. As a single employer and/or alter ego with Lemont Paving, Lemont Asphalt is bound to the terms of the Agreement and the Funds' respective Trust Agreements, and Lemont Paving and Lemont Asphalt are jointly and severally liable for each other's debts to the Funds.

WHEREFORE, Plaintiffs respectfully request this Court to enter judgment against Defendants Lemont Paving Co. and Lemont Asphalt Co., as follows:

a. finding Lemont Asphalt is a single employer and/or alter ego of Lemont Paving;

b. retaining jurisdiction to enter judgment in sum certain on the amounts revealed as owing on the audit, including contributions, dues, interest, liquidated damages, audit costs, and Plaintiffs' reasonable attorneys' fees and costs, as pled in Counts II and III; and

c. awarding Plaintiffs any further legal and equitable relief as the Court deems appropriate.

## COUNT II

### **(Failure to Pay Benefit Contributions Revealed as Delinquent Pursuant to an Audit)**

17. Plaintiffs reallege paragraphs 1 through 16 of Count I as though fully set forth herein.

18. An audit of Lemont Paving's and Lemont Asphalt's books and records for the time period of January 1, 2014 through May 31, 2017, revealed that Lemont Paving and Lemont Asphalt performed covered work during the audit period, but that notwithstanding the obligations imposed by the Agreement, and the Funds' respective Agreements and Declarations of Trust, Lemont Paving and Lemont Asphalt have:

- (a) failed to report and pay contributions in the amount of \$297,316.50 owed to Plaintiff Pension Fund for the audit period of January 1, 2014 through May 31, 2017, thereby depriving the Laborers' Pension Fund of contributions, income and information needed to administer the Fund and jeopardizing the pension benefits of the participants and beneficiaries;
- (b) failed to report and pay contributions in the amount of \$280,612.79 owed to Plaintiff Laborers' Welfare Fund for the period of January 1, 2014 through May 31, 2017, thereby depriving the Welfare Fund of contributions, income and

information needed to administer the Fund and jeopardizing the health and welfare benefits of the participants and beneficiaries;

- (c) failed to report and pay contributions in the amount of \$107,647.13 owed to Plaintiff Retiree Health and Welfare Fund for the period of January 1, 2014 through May 31, 2017, thereby depriving the Retiree Welfare Fund of contributions, income and information needed to administer the Fund and jeopardizing the health and welfare benefits of the participants and beneficiaries;
- (d) failed to report and pay contributions in the amount of \$13,913.66 owed to Laborers' Training Fund for the period of January 1, 2014 through May 31, 2017, thereby depriving the Laborers' Training Fund of contributions, income and information needed to administer the Fund and jeopardizing the training fund benefits of the participants and beneficiaries;
- (e) failed to report and pay contributions in the amount of \$4,129.34 owed to Laborers' District Council Labor Management Committee Cooperative ("LDCLMCC") for the audit period of January 1, 2014 through May 31, 2017, thereby depriving the LCMCC of contributions, income and information needed to administer the Fund and jeopardizing the benefits of the participants and beneficiaries;
- (f) failed to report and pay contributions in the amount of \$2,226.18 owed to Illinois Small Pavers Association ("ISPA") for the audit period of January 1, 2014 through May 31, 2017, thereby depriving the LDCLMCC of contributions, income and information needed to administer the Fund and jeopardizing the benefits of the participants and beneficiaries; and

- (g) failed to report and pay contributions in the amount of \$1,947.98 owed to Laborers' Employers' Cooperation and Education Trust ("LECET") for the audit of January 1, 2014 through May 31, 2017, thereby depriving the LECET of contributions, income and information needed to administer the Fund and jeopardizing the benefits of the participants and beneficiaries.

A true and accurate copy of the audit is attached hereto as Exhibit B.

19. Under the terms of the Agreement and the Funds' respective Agreements and Declarations of Trust, Lemont Paving and Lemont Asphalt jointly and severally owe liquidated damages plus interest on all unpaid contributions revealed by the audit for the period of January 1, 2014 through May 31, 2017.

20. Under the terms of the Agreement and the Funds' respective Agreements and Declarations of Trust, Lemont Paving and Lemont Asphalt are jointly and severally liable for the costs of any audit which reveals unpaid contributions. Accordingly, Lemont Paving and Lemont Asphalt owe the Funds \$2,986.47 in audit costs for the audit for the period of January 1, 2014 through May 31, 2017. *See* Exhibit B.

21. Lemont Paving's and Lemont Asphalt's actions in failing to submit payment upon the audit to which it submitted its books and records violate Section 515 of ERISA, 29 U.S.C. §1145.

22. Pursuant to Section 502(g)(2) of ERISA, 29 U.S.C. §1132 (g)(2), Section 301 of the LMRA, 29 U.S.C. §185, the terms of the Agreement, and the Funds' respective Trust Agreements, Lemont Paving and Lemont Asphalt are jointly and severally liable to the Funds for unpaid contributions, as well as interest and liquidated damages on the unpaid contributions,

accumulated liquidated damages, audit costs, and reasonable attorneys' fees and costs, and such other legal and equitable relief as the Court deems appropriate.

WHEREFORE, Plaintiffs respectfully request this Court enter a judgment against Defendants Lemont Paving Co. and Lemont Asphalt Co.:

a. entering judgment in sum certain in favor of the Funds and against Lemont Paving and Lemont Asphalt (jointly and severally) on the amounts due and owing pursuant to the audit for the period of January 1, 2014 through May 31, 2017, including contributions, interest, liquidated damages, audit costs, and Plaintiffs' reasonable attorneys' fees and costs; and

b. awarding Plaintiffs any further legal and equitable relief as the Court deems appropriate.

### **COUNT III**

#### **(Failure to Pay Union Dues Revealed as Delinquent Pursuant to an Audit)**

23. Plaintiffs reallege paragraphs 1 through 16 of Count I through as though fully set forth herein.

24. Pursuant to agreement, the Funds have been duly designated to serve as collection agents for the Union in that the Funds have been given the authority to collect from employers union dues which have been or should have been deducted from the wages of covered employees.

25. Notwithstanding the obligations imposed by the Agreement, Lemont Paving and Lemont Asphalt performed covered work during the audit period of January 1, 2014 through May 31, 2017, and Lemont Paving and Lemont Asphalt failed to withhold and/or submit payment of \$16,616.65 in union dues that were or should have been withheld from the wages of



employees for the period of January 1, 2014 through May 31, 2017, thereby depriving the Union of information and income. *See* Exhibit B.

26. Pursuant to the Agreement, Lemont Paving and Lemont Asphalt owe liquidated damages on all late or unpaid dues as revealed by the audit for the period of January 1, 2014 though May 31, 2017, plus audit costs, interest, liquidated damages, and reasonable attorneys' fees and costs as the Union's collection agent, and such other legal and equitable relief as the Court deems appropriate.

WHEREFORE, Plaintiffs respectfully request this Court enter a judgment against Defendants Lemont Paving Co. and Lemont Asphalt Co., jointly and severally:

a. entering judgment in sum certain in favor of the Funds and against Lemont Paving and Lemont Asphalt on the amounts due and owing pursuant to the audit for the period of January 1, 2014 through May 31, 2017, including dues, liquidated damages, audit costs, and Plaintiffs' reasonable attorneys' fees and costs; and

b. awarding Plaintiffs any further legal and equitable relief as the Court deems appropriate.

September 14, 2020

Laborers' Pension Fund, et al.

By: /s/ Amy Carollo  
Amy Carollo

Amy Carollo  
Office of Fund Counsel  
111 W. Jackson Blvd., Suite 1415  
Chicago, IL 60604  
(312) 692-1540



# CONSTRUCTION & GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY

AFFILIATED WITH THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO  
101 BURR RIDGE PARKWAY • SUITE 300 • BURR RIDGE, IL 60527 • PHONE: 630/655-8289 • FAX: 630/655-8853

## INDEPENDENT CONSTRUCTION INDUSTRY COLLECTIVE BARGAINING AGREEMENT

It is hereby stipulated and agreed by and between \_\_\_\_\_ ("Employer") and the Construction and General Laborers' District Council of Chicago and Vicinity, Laborers' International Union of North America, AFL-CIO ("Union"), representing and encompassing its affiliated Local Unions, including Local Nos. 1, 2, 4, 5, 6, 25, 75, 76, 96, 118, 149, 152, 225, 269, 288, 582, 681, 1001, 1006, 1035, 1092, together with any other Local Unions that may come within the Union's jurisdiction ("Local Union"), and encompassing the geographic areas of Cook, Lake, DuPage, Will, Grundy, Kendall, Kane, McHenry and Boone counties, Illinois, that:

1. Recognition. The Employer, in response to the Union's request for recognition as the majority 9(a) representative of its Laborer employees, and the Union's offer to show evidence of its majority support, hereby recognizes the Union under Section 9(a) of the Act as the sole and exclusive collective bargaining representative for the employees now and hereinafter employed in the Laborer bargaining unit with respect to wages, hours and other terms and conditions of employment without the need for a Board certified election. The Employer has not assigned its rights for purposes of collective bargaining with the Union to any person, entity or association, and hereby revokes its prior assignment of bargaining rights, if any. The Employer further voluntarily elects not to assign such bargaining rights to any person, entity or association during the term of this Agreement or any extension thereof, without written approval from the Union. The Employer shall abide by this Agreement, and extensions hereof, provided that it employs at least one Laborer per year.

2. Labor Contract. The Employer affirms and adopts the applicable Collective Bargaining Agreements, as designated by the Union, between the Union and the Builders Association of Chicago and Vicinity, the Illinois Road Builders Association, the Underground Contractors Association, the Mason Contractors Association of Greater Chicago, the Concrete Contractors Association of Greater Chicago, G.D.C.N.I.C.A.W.C.C., the Chicago Demolition Contractors' Association, the Illinois Environmental Contractors Association, the Lake County Contractors Association, the Contractors Association of Will and Grundy Counties, the Fox Valley General Contractors Association, the Chicago Area Rail Contractors Association, the Chicago Scaffolding Association, and all other employer associations with whom the Union or its affiliated Local Unions has an agreement. If the applicable collective bargaining agreement(s) expire during the term of this Agreement, any limitation on the right to strike shall also expire until a new agreement has been established, which shall be incorporated retroactively herein. It is further agreed that where the Employer works within the geographic jurisdiction of the Union's affiliated Local Unions that have negotiated an association agreement effective within the Local Union's jurisdiction, then the Local Union agreement is herein specifically incorporated into this Agreement and shall supersede the area-wide standard association agreements within the locality for which it is negotiated in the case of any conflict between them. Notwithstanding the foregoing, this Agreement supercedes all contrary terms in either the Local Union or area-wide association agreements.

3. Dues Checkoff. The Employer shall deduct from the wages of employees uniform working dues in the amount of 1.5% of gross wages, or such other amount as directed by the Union, and shall remit monthly to the designated Union office the sums so deducted, together with an accurate list showing the employees from whom dues were deducted, the employees' individual hours, gross wages and deducted dues amounts for the monthly period, not later than the tenth (10th) day of the month following the month for which said deductions were made. It is the parties' intention that these deductions comply with the requirements of Section 302(c)(4) of the Labor Management Relations Act of 1947, as amended, and such deductions be made only pursuant to written assignments from each employee on whose account such deductions are made, which shall not be irrevocable for a period of more than one year or beyond the termination date of the labor agreement, whichever occurs sooner.

4. Work Jurisdiction. This Agreement covers all work within the Union's work jurisdiction as set forth in the Union's Statement of Jurisdiction, receipt of which is hereby acknowledged, and as amended by the Union from time to time. The Statement of Jurisdiction is incorporated by reference into this Agreement. The Employer shall assign all work described therein to its Union-represented Laborer employees and acknowledges the appropriateness of this assignment. Neither the Employer nor its work assignments as required under this Agreement shall be stipulated or otherwise subject to adjustment by any jurisdictional disputes board or mechanism except upon written notice by and direction of the Union. The Employer, whether acting as a contractor, general manager or developer, shall not contract or subcontract any work to be done at the site of construction, alteration, painting or repair of a building, structure or other work and coming within the above-described jurisdiction of the Union to any person, corporation or entity not signatory to and covered by a collective bargaining agreement with the Union. This obligation applies to all tiers of subcontractors performing work at the site of construction. When the Employer contracts out or sublets any of the work coming within the above-described jurisdiction of the Union, it shall assume the obligations of any such subcontractor for prompt payment of employees' wages and other benefits required under this Agreement, including reasonable attorneys' fees incurred in enforcing the provisions hereof.

5. Fringe Benefits. The Employer agrees to pay the amounts that it is bound to pay under said Collective Bargaining Agreements to the Health and Welfare Department of The Construction and General Laborers' District Council of Chicago and Vicinity, the Laborers' Pension Fund (including Laborers' Excess Benefit Funds), the Fox Valley Benefit Funds, the Construction and General Laborers' District Council of Chicago and Vicinity Apprenticeship and Training Trust Fund, the Chicago Area Laborers-Employers Cooperation Education Trust ("LECET"), and to all other designated Union-affiliated benefit and labor-management funds, and to become bound by and be considered a party to the Agreements and Declarations of Trust creating said Trust Funds as if it had signed the original copies of the Trust instruments and amendments thereto. The Employer ratifies and confirms the appointment of the Employer Trustees who shall, together with their successor Trustees, carry out the terms and conditions of the Trust instruments. The Employer further affirms that all prior contributions paid to the Welfare, Pension and Training Funds were made by duly authorized agents of the Employer at all proper rates, and evidence the Employer's intent to be bound by the Trust Agreements and Collective Bargaining Agreements in effect when the contributions were made, acknowledging the report form to be a sufficient instrument in writing to bind the Employer to the applicable agreements. Upon written notice to the Employer, the Union may increase the minimum surety bond to an amount not exceeding one hundred thousand dollars where necessary to ensure Employer compliance with its obligations.

Where Laborers covered by this Agreement perform work outside the Chicago area, the Employer shall, if covered under a local LIUNA-affiliated labor agreement in the area, contribute to the local fringe benefit funds in the amounts set forth in the local agreement. Otherwise, it shall remit all fringe benefit fund contributions in the amounts and to the funds as required under this Agreement.

6. Wages and Industry Funds. The Employer shall pay all the negotiated hourly wages, fringe benefit and industry fund contributions it is bound to pay under the applicable Collective Bargaining Agreements, including, where applicable, contributions to the Chicago-Area LECET and designated labor-management and industry advancement funds, except that no contributions shall be made to MCIAF unless consented to and upon written direction from the Union. All additional wage rates, dues checkoff, and fringe benefits that are negotiated or become effective after May 31, 2001 shall be incorporated into this Agreement. The Union expressly reserves its sole right to allocate and apportion each annual total economic increase.

7. Contract Enforcement. All grievances arising hereunder shall, at the Union's discretion, be submitted to the Chicago District Council Grievance Committee for final and binding disposition in lieu of another grievance committee. Should the Employer fail to comply within ten (10) days with any binding grievance award, whether by grievance committee or arbitration, it shall be liable for all costs and legal fees incurred by the Union to enforce the award. Notwithstanding anything to the contrary, nothing herein shall limit the Union's right to strike or withdraw its members because of non-payment or underpayment of wages and/or fringe benefit contributions, failure by the Employer to timely remit dues to the Union, subcontracting in violation hereof, or non-compliance with a binding grievance award. The Employer's violation of any provision of this paragraph will give the Union the right to take any other lawful and economic action, including but not limited to all remedies at law or equity. It is expressly understood and agreed that the Union's right to take economic action is in addition to, and not in lieu of, its rights under the grievance procedures. Where necessary to correct contract violations, or where no acceptable steward is currently employed, the Union may appoint and place a steward from outside the workforce at all job sites.

8. Successors. In the event of any change in the ownership, management or operation of the Employer's business or substantially all of its assets, by sale or otherwise, it is agreed that as a condition of such sale or transfer that the new owner or manager, whether corporate or individual, shall be fully bound by the terms and conditions of this Agreement. The Employer shall provide no less than ten (10) days prior written notice to the Union of the sale or transfer and shall be obligated for all expenses incurred by the Union to enforce the terms of this paragraph. The Union may strike to enforce the terms hereof.

9. Termination. This Agreement shall remain in full force and effect from June 1, 2001 (unless dated differently below) through May 31, 2006, and shall continue thereafter unless there has been given written notice, by certified mail by either party hereto, received no less than sixty (60) nor more than ninety (90) days prior to the expiration date, of the desire to modify or amend this Agreement through negotiations. In the absence of such notice the Employer and the Union agree to be bound by the new area-wide negotiated agreements with the various Associations incorporating them into this Agreement and extending this Agreement for the life of the newly negotiated agreements, and thereafter for the duration of successive agreements, unless and until timely notice of termination is given as provided above.

10. Execution. The Employer acknowledges and accepts the facsimile signatures on this contract as if they were the original signatures. The Employer further acknowledges receipt of a copy of the complete Joint Agreements.

Dated: OCTOBER 3, 2005

ACCEPTED:  
Laborers' Local Union No. 75

By: Scott Paulis  
CONSTRUCTION AND GENERAL LABORERS'  
DISTRICT COUNCIL OF CHICAGO AND VICINITY

By: Frank Riley  
Frank Riley, President & Secretary-Treas.

By: James P. Connolly  
James P. Connolly, Business Manager

For Office Use Only: ISPA

LEMMING PAVING CO.  
FEIN No.: [REDACTED]

By: TRACY MURPHY PRESIDENT  
(Print Name and Title)

[Signature]  
11550 PARKER AVE  
(Address)  
LEMMING IL 60439  
(City, State and Zip Code)  
630-250-6201  
(Telephone/Telefax)

RESIDENTIAL ASPHALT DRIVEWAY ADDENDUM

This addendum, made by and between LEMONT PAVING CO. ("Employer") and the Construction and General Laborers' District Council of Chicago and Vicinity, for and on behalf of its affiliated local unions ("Union"), is made a part of the Independent Construction Industry Collective Bargaining Agreement (the "ICI Agreement"), which has been executed contemporaneously with this Addendum and is incorporated herein by reference. The Employer and Union mutually agree to be bound by the terms and conditions of the ICI Agreement, and the area-wide labor agreements incorporated by reference into the ICI Agreement, subject to the modifications set forth under this Addendum.

**Coverage:** This Addendum covers only residential asphalt driveway work on single family detached homes, but shall not be applicable in developments or subdivisions with more than ten (10) homes under construction. All other work within the Union's trade and geographic jurisdiction that is performed by the Employer shall be subject only to the ICI Agreement and the area-wide labor agreements incorporated therein.

**Exclusions from Coverage:** This Addendum and the ICI Agreement shall not apply to sealcoating, striping, and crack filling work performed by the Employer, nor shall they apply to asphalt patching and other miscellaneous pavement maintenance work if the total size of the project is less than five thousand (5,000) square feet. All other work covered under the ICI Agreement and not covered by this Addendum shall be compensated as provided under the ICI Agreement.

**Bargaining Unit:** The bargaining unit shall consist of all employees who are regularly engaged in laboring, which work for purposes of this Addendum shall include but not be limited to: lute men; screw men; back end men; raking; flagging; grading; bobcat operation; clean up; surface preparation and other manual laboring. No employee regularly engaged in laboring shall be excluded from this bargaining unit by virtue of performing other duties not covered hereunder.

**Classifications:** Solely for work performed under this Addendum, employees shall be classified as Asphalt Laborers and Asphalt Improvers. The Employer shall employ a minimum of one (1) Asphalt Laborer on each and every project covered by this Addendum. The number of Asphalt Improvers shall be initially established, and subsequently adjusted, by mutual agreement between the Employer and the Union. The Employer may not employ any apprentice Laborers if it also employs any Asphalt Improvers.

**Wages:** Asphalt Laborers shall be paid all Laborer wages as provided under the ICI Agreement. Asphalt Improvers shall be paid fifty percent (50%) of the journeyman Laborer hourly wage scale under the ICI Agreement. All employees covered under this Addendum shall also receive all fringe benefit and other contractual benefits provided under the ICI Agreement. There shall be no reduction in wages of any existing employees by virtue of the execution of this Addendum.

Effective June 1, 2002, the hourly wages and benefit contributions to be paid by the Employer shall be:

Wages:	\$28.00	Asphalt Laborer
	\$14.00	Asphalt Improver
Welfare	\$ 3.58	
Pension	\$ 2.97	
Training	\$ .17	
LDC/LMCC	\$ .12	
LBCET	\$ .06	
CCA IAF	\$ .06	

Plus additional industry funds set forth under the applicable area-wide agreement

Effective June 1 of each year, the wages and benefits shall be increased in accordance with the annual aggregate economic increases set forth in the ICI Agreement.

**Prevailing Wage:** The parties recognize and agree that this Addendum covers a small, specialized portion of residential asphalt work within the Union's trade and geographic jurisdiction. Nothing in this agreement is intended to reflect a reduction in the wage scale prevailing in this area for asphalt work. Accordingly, notwithstanding anything in this Addendum to the contrary, where a state or federal prevailing wage rate is in effect for any project performed by the Employer, then all employees covered under this Addendum performing work at such project shall be paid the wages established for Laborers as reflected in the ICI Agreement.

**Information:** Upon request of the Local Union with geographic jurisdiction over any project where the Employer is working, the Employer shall immediately furnish a work permit and a list of all Asphalt Laborers and Asphalt Improvers currently employed. Upon further request of the Local Union, the Employer shall within seventy-two (72) hours, furnish to the Union records showing all hours and payroll information for all Asphalt Laborers and Asphalt Improvers for the preceding twelve (12) months at all of its work sites. This obligation does not limit the right of the Laborers' Chicago District Council and its affiliated fringe benefit funds to conduct audits as provided under contract and law.

**Violations:** Should the Employer fail to observe any terms of this Addendum, including a failure to provide information, then all employees covered under this Addendum shall receive the full Laborer wages and benefits provided under the ICI Agreement for the entire period of the Employer's non-compliance. Nothing contained in the ICI Agreement, the area-wide agreements incorporated therein or this Addendum shall limit or restrict the Union's right to withdraw employees over contract violations, nor shall the application of this clause be subject to arbitration.

**Grievances:** All grievances shall, at the Union's option, be referred to and processed under the grievance procedure contained in the collective bargaining agreement between the Union and the Concrete Contractors' Association of Greater Chicago.



The parties acknowledge that they have read this agreement, understand its contents, accept and agree to its terms, and hereby execute it voluntarily on the date shown below.

Dated: OCTOBER 3, 2005

Employer

By: [Signature]  
(signature)

Its: President  
(title)

Construction and General Laborers'  
District Council of Chicago and Vicinity

By: \_\_\_\_\_

By: \_\_\_\_\_

Laborers' Local No. 75

By: [Signature]

**REVISED 1-9-18**

Lemont Paving  
11550 Archer Ave.  
Lemont, IL 60439

Employer Number:34466

January 1, 2014 through May 31, 2017

**Exhibit B**

**LEGACY**  
PROFESSIONALS LLP  
CERTIFIED PUBLIC ACCOUNTANTS

To the Administrator of  
Pension and Welfare Funds of Construction and General  
Laborers' District Council of Chicago and Vicinity

Re: Lemont Paving  
Reporting Period: January 1, 2014 through May 31, 2017

We were engaged by the Board(s) of Trustees of the Pension and Welfare Funds of Construction and General Laborers' District Council of Chicago and Vicinity, (the Funds) to assist you in determining whether contributions to the Funds were made in accordance with the Collective Bargaining and Trust Agreements during the above referenced reporting period.

The management of Lemont Paving is responsible for making contributions in accordance with the requirements of the Collective Bargaining and Trust Agreements.

This engagement was performed in accordance with Statements on Standards for Consulting Services issued by the American Institute of Certified Public Accountants. We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

Our procedures and findings are included in the attached schedules.

The findings of this report should not be construed as an endorsement or ratification of any of the Employer's contribution practices. The findings are based solely on those documents that the Employer provided to us. We have not been retained to provide, and do not provide, any interpretation or advice concerning any terms of the collective bargaining agreement between the Employer and the Union or the terms of the Funds' respective Agreement and Declarations of Trust. All questions concerning the Employer's contribution practices, or any contributions or benefits-related issue, should be directed to the Union or the Fund office. No failure to note an exception to any of the employer's contribution practices should be construed as a ratification of such practice or waiver of the Union or the Funds' ability to challenge such practice in the future.

This report is intended solely for the information and use of the Trustees and Administrator of the Pension and Welfare Funds of Construction and General Laborers' District Council of Chicago and Vicinity, and is not intended to be and should not be used by anyone other than these specified parties.

*Legacy Professionals LLP*

Chicago, Illinois

January 9, 2018

# Laborers' District Council

## Reconciliation of Differences Per Year

Fiscal Year Ending	5-31-2013	5-31-2014	5-31-2015	5-31-2016	5-31-2017	5-31-2018	Total Due
Fringe Hours Not Reported	-	852.00	11,174.75	7,876.25	7,924.25	-	27,827.25
Dues Hours Not Reported	-	852.00	11,174.75	7,876.25	7,924.25	-	27,827.25
Dues Wages Not Reported	-	16,947.00	136,861.05	152,456.42	157,353.75	-	463,618.22
<b>Dollar Amount Due</b>							
Welfare (Active)	-	11,399.76	111,524.02	78,604.98	79,084.03	-	280,612.79
Welfare (Retiree)	-		42,464.05	31,505.00	33,678.08	-	107,647.13
Pension	-	8,111.04	113,088.47	84,433.40	91,683.59	-	297,316.50
Training	-	426.00	5,587.39	3,938.13	3,962.14	-	13,913.66
LECET	-	59.64	782.25	551.37	554.72	-	1,947.98
LDCLMCC	-	102.24	1,340.97	1,338.99	1,347.14	-	4,129.34
ISPA	-	68.16	893.98	630.10	633.94	-	2,226.18
Working Dues	-	550.78	4,447.99	5,717.12	5,900.76	-	16,616.65
<b>Total</b>	<b>\$ -</b>	<b>\$ 20,717.62</b>	<b>\$ 280,129.12</b>	<b>\$ 206,719.09</b>	<b>\$ 216,844.40</b>	<b>\$ -</b>	<b>\$ 724,410.23</b>
Plus previous late charges assessed by Laborers' Pension and Welfare Funds							\$ -
Plus previous underpayments incurred to Laborers' District Council Funds							\$ -
Plus previous penalties incurred to Laborers' District Council Funds							\$ -
Audit Fee							\$ 2,986.47
<b>Total Amount Due</b>							<b>\$ 727,396.70</b>

<b>Employer Name:</b>	Lemont Paving	<b>Person Contacted:</b>	Ann Johnson
<b>Employer #:</b>	34466	<b>Date of Contact:</b>	May 17, 2017
<b>Date of Audit:</b>	June 28, 2017	<b>Telephone:</b>	(630) 257-6701
<b>Audit Period :</b>	January 1, 2014 through May 31, 2017	<b>Auditor:</b>	Dominic Muzzarelli



## Laborers' District Council

## Schedule of Deficiencies

Employer Name: Lemont Paving  
Employer Number: 34466  
Agreement Type: \*ISPA

Audit Period: January 1, 2014 through May 31, 2017  
Date of Audit: June 28, 2017  
Field Auditor: Dominic Muzzarelli

			2013							2014					Total
SSN	Name		Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
	ALEGRIA, MAYNOR (LEMONT ASPHALT EE)	Fringe Hours												68.00	68.00
		Dues Hours												68.00	68.00
		Dues Wages												1,110.00	1,110.00
	BOQUIN, DRIDEN GUTIERREZ (LEMONT ASPHALT EE)	Fringe Hours												76.00	76.00
		Dues Hours												76.00	76.00
		Dues Wages												1,596.00	1,596.00
	BOQUIN, MELVIN ALEXANDER (LEMONT ASPHALT EE)	Fringe Hours											40.00	182.00	222.00
		Dues Hours											40.00	182.00	222.00
		Dues Wages											920.00	4,186.00	5,106.00
	JANKOWSKI, MICHAEL (LEMONT ASPHALT EE)	Fringe Hours											40.00	219.00	259.00
		Dues Hours											40.00	219.00	259.00
		Dues Wages											720.00	4,203.00	4,923.00
	VEZINA, JEFF (LEMONT ASPHALT EE)	Fringe Hours											40.00	187.00	227.00
		Dues Hours											40.00	187.00	227.00
		Dues Wages											720.00	3,492.00	4,212.00
		Fringe Hours													-
		Dues Hours													-
		Dues Wages													-
	Fringe Hours													-	
	Dues Hours													-	
	Dues Wages													-	
	Fringe Hours													-	
	Dues Hours													-	
	Dues Wages													-	
	Fringe Hours													-	
	Dues Hours													-	
	Dues Wages													-	

Total Fringe Hours	-	-	-	-	-	-	-	-	-	-	-	-	120.00	732.00	852.00
Total Dues Hours	-	-	-	-	-	-	-	-	-	-	-	-	120.00	732.00	852.00
Total Wages	-	-	-	-	-	-	-	-	-	-	-	-	2,360.00	14,587.00	16,947.00

Welfare	\$13.38	-	-	-	-	-	-	-	-	-	-	-	1,605.60	9,794.16	11,399.76
Pension	\$9.52	-	-	-	-	-	-	-	-	-	-	-	1,142.40	6,968.64	8,111.04
Training	\$0.50	-	-	-	-	-	-	-	-	-	-	-	60.00	366.00	426.00
LECET	\$0.07	-	-	-	-	-	-	-	-	-	-	-	8.40	51.24	59.64
LDCLMCC	\$0.12	-	-	-	-	-	-	-	-	-	-	-	14.40	87.84	102.24
ISPA	\$0.08	-	-	-	-	-	-	-	-	-	-	-	9.60	58.56	68.16
Working Dues	3.25%	-	-	-	-	-	-	-	-	-	-	-	76.70	474.08	550.78

SHEET TOTAL

-	-	-	-	-	-	-	-	-	-	-	-	-	2,917.10	17,800.52	20,717.62
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## Laborers' District Council

## Schedule of Deficiencies

Employer Name: Lemont Paving  
Employer Number: 34466  
Agreement Type: \*ISPA

Audit Period: January 1, 2014 through May 31, 2017  
Date of Audit: June 28, 2017  
Field Auditor: Dominic Muzzarelli

SSN	Name		2014							2015					Total
			Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
	CONCRETE CUTTING & BREAKING (DISB.)	Fringe Hours			16.75	106.75	16.75								140.25
		Dues Hours			16.75	106.75	16.75								140.25
		Dues Wages													-
	UNIVERSAL PAVING & ENGINEERING (DISB.)	Fringe Hours			1,911.00	1,532.25									3,443.25
		Dues Hours			1,911.00	1,532.25									3,443.25
		Dues Wages													-
	WIRE TRANSFER CG60622 (DISB.)	Fringe Hours							1,027.75						1,027.75
		Dues Hours							1,027.75						1,027.75
		Dues Wages													-
	ALEGRIA, MAYNOR (LEMONT ASPHALT EE)	Fringe Hours	193.50	167.50	234.00	184.50	277.50	153.00	33.00				52.50	238.00	1,533.50
		Dues Hours	193.50	167.50	234.00	184.50	277.50	153.00	33.00				52.50	238.00	1,533.50
		Dues Wages	3,331.25	2,653.75	3,976.00	3,532.00	5,060.00	2,656.00	528.00				940.00	4,376.00	27,053.00
	BOQUIN, DRIDEN GUTIERREZ (LEMONT ASPHALT EE)	Fringe Hours					206.00	137.50	17.00				47.00	192.50	600.00
		Dues Hours					206.00	137.50	17.00				47.00	192.50	600.00
		Dues Wages					4,642.75	3,237.50	374.00				1,111.00	4,515.50	13,880.75
	BOQUIN, MELVIN ALEXANDER (LEMONT ASPHALT EE)	Fringe Hours	165.00	142.00	219.50	177.00	252.00	154.00	33.00				80.00	230.50	1,453.00
		Dues Hours	165.00	142.00	219.50	177.00	252.00	154.00	33.00				80.00	230.50	1,453.00
		Dues Wages	4,046.00	3,478.00	5,572.00	4,804.00	6,672.00	3,924.00	792.00				1,920.00	5,898.00	37,106.00
	EATON, JEREMY (LEMONT ASPHALT EE)	Fringe Hours				23.00	258.50	162.00	17.00				95.00	219.50	775.00
		Dues Hours				23.00	258.50	162.00	17.00				95.00	219.50	775.00
		Dues Wages				414.00	4,891.75	3,053.50	289.00				1,742.50	3,948.25	14,339.00
	JANKOWSKI, MICHAEL (LEMONT ASPHALT EE)	Fringe Hours	183.50	170.00	219.50	195.50	270.00	163.50	17.00				78.00	230.50	1,527.50
		Dues Hours	183.50	170.00	219.50	195.50	270.00	163.50	17.00				78.00	230.50	1,527.50
		Dues Wages	3,618.50	3,275.38	4,262.63	4,298.51	5,642.51	3,343.38	314.50				1,517.00	4,620.39	30,892.80
	VEZINA, JEFF (LEMONT ASPHALT EE)	Fringe Hours	193.50	166.00	180.50	134.50									674.50
		Dues Hours	193.50	166.00	180.50	134.50									674.50
		Dues Wages	3,899.50	3,235.00	3,517.00	2,938.00									13,589.50
		Fringe Hours													-
		Dues Hours													-
		Dues Wages													-

Total Fringe Hours	735.50	645.50	2,781.25	2,353.50	1,280.75	770.00	1,144.75	-	-	-	352.50	1,111.00	11,174.75
Total Dues Hours	735.50	645.50	2,781.25	2,353.50	1,280.75	770.00	1,144.75	-	-	-	352.50	1,111.00	11,174.75
Total Wages	14,895.25	12,642.13	17,327.63	15,986.51	26,909.01	16,214.38	2,297.50	-	-	-	7,230.50	23,358.14	136,861.05

Welfare (Active)	\$9.98	7,340.29	6,442.09	27,756.88	23,487.93	12,781.89	7,684.60	11,424.61	-	-	-	3,517.95	11,087.78	111,524.02
Welfare (Retiree)	\$3.80	2,794.90	2,452.90	10,568.75	8,943.30	4,866.85	2,926.00	4,350.05	-	-	-	1,339.50	4,221.80	42,464.05
Pension	\$10.12	7,443.26	6,532.46	28,146.25	23,817.42	12,961.19	7,792.40	11,584.87	-	-	-	3,567.30	11,243.32	113,088.47
Training	\$0.50	367.75	322.75	1,390.63	1,176.75	640.38	385.00	572.38	-	-	-	176.25	555.50	5,587.39
LECET	\$0.07	51.49	45.19	194.69	164.75	89.65	53.90	80.13	-	-	-	24.68	77.77	782.25
LDCLMCC	\$0.12	88.26	77.46	333.75	282.42	153.69	92.40	137.37	-	-	-	42.30	133.32	1,340.97
ISPA	\$0.08	58.84	51.64	222.50	188.28	102.46	61.60	91.58	-	-	-	28.20	88.88	893.98
Working Dues	3.25%	484.10	410.87	563.15	519.56	874.54	526.97	74.67	-	-	-	234.99	759.14	4,447.99

**SHEET TOTAL** 18,628.89 16,335.36 69,176.60 58,580.41 32,470.65 19,522.87 28,315.66

- - - 8,931.17 28,167.51 280,129.12

## Laborers' District Council

## Schedule of Deficiencies

Employer Name: Lemont Paving  
 Employer Number: 34466  
 Agreement Type: \*ISPA

Audit Period: January 1, 2014 through May 31, 2017  
 Date of Audit: June 28, 2017  
 Field Auditor: Dominic Muzzarelli

SSN	Name		2015							2016					Total
			Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
	CONCRETE CUTTING & BREAKING (DISB.)	Fringe Hours			33.25										33.25
		Dues Hours			33.25										33.25
		Dues Wages													-
	GARELLI PAVEMENT SERVICE INC. (DISB.)	Fringe Hours												32.00	32.00
		Dues Hours												32.00	32.00
		Dues Wages													-
	UNIVERSAL PAVING & ENGINEERING (DISB.)	Fringe Hours												625.00	625.00
		Dues Hours												625.00	625.00
		Dues Wages													-
	ALEGRIA, MAYNOR (LEMONT ASPHALT EE)	Fringe Hours	178.50	219.50	172.50	192.00	240.00	177.50	56.50				92.50	159.00	1,488.00
		Dues Hours	178.50	219.50	172.50	192.00	240.00	177.50	56.50				92.50	159.00	1,488.00
		Dues Wages	3,191.75	3,914.25	3,171.25	3,621.00	4,621.00	3,268.25	1,242.50				1,610.75	2,754.00	27,394.75
	BOQUIN, DRIDEN GUTIERREZ (LEMONT ASPHALT EE)	Fringe Hours	156.00	173.50	163.50	154.00	199.50	149.50	48.50				42.50	135.00	1,222.00
		Dues Hours	156.00	173.50	163.50	154.00	199.50	149.50	48.50				42.50	135.00	1,222.00
		Dues Wages	3,476.00	3,872.00	3,772.50	3,520.00	4,698.00	3,470.50	1,319.00				1,006.25	3,105.00	28,239.25
	BOQUIN, MELVIN ALEXANDER (LEMONT ASPHALT EE)	Fringe Hours	174.00	213.00	166.00	172.00	217.00	157.50	64.00				40.00	153.50	1,357.00
		Dues Hours	174.00	213.00	166.00	172.00	217.00	157.50	64.00				40.00	153.50	1,357.00
		Dues Wages	4,392.25	5,487.50	4,304.50	4,450.00	5,826.25	4,056.25	1,834.00				1,000.00	3,868.75	35,219.50
	EATON, JEREMY (LEMONT ASPHALT EE)	Fringe Hours	191.50	220.00	201.50	194.50	242.00	162.50	72.50			40.00	162.50	176.00	1,663.00
		Dues Hours	191.50	220.00	201.50	194.50	242.00	162.50	72.50			40.00	162.50	176.00	1,663.00
		Dues Wages	3,523.25	3,944.00	3,948.75	3,793.13	4,791.26	3,244.25	1,647.50			760.00	3,158.75	3,515.00	32,325.89
	JANKOWSKI, MICHAEL (LEMONT ASPHALT EE)	Fringe Hours	186.50	234.50	196.50	177.00	256.50	158.50	46.00				42.50	158.00	1,456.00
		Dues Hours	186.50	234.50	196.50	177.00	256.50	158.50	46.00				42.50	158.00	1,456.00
		Dues Wages	3,695.38	4,657.38	4,081.63	3,468.75	5,412.89	3,177.75	874.00				831.25	3,078.00	29,277.03
		Fringe Hours													-
		Dues Hours													-
		Dues Wages													-
		Fringe Hours													-
		Dues Hours													-
		Dues Wages													-

Total Fringe Hours	886.50	1,060.50	933.25	889.50	1,155.00	805.50	287.50	-	-	40.00	380.00	1,438.50	7,876.25
Total Dues Hours	886.50	1,060.50	933.25	889.50	1,155.00	805.50	287.50	-	-	40.00	380.00	1,438.50	7,876.25
Total Wages	18,278.63	21,875.13	19,278.63	18,852.88	25,349.40	17,217.00	6,917.00	-	-	760.00	7,607.00	16,320.75	152,456.42

Welfare (Active)	\$9.98	8,847.27	10,583.79	9,313.84	8,877.21	11,526.90	8,038.89	2,869.25	-	-	399.20	3,792.40	14,356.23	78,604.98
Welfare (Retiree)	\$4.00	3,546.00	4,242.00	3,733.00	3,558.00	4,620.00	3,222.00	1,150.00	-	-	160.00	1,520.00	5,754.00	31,505.00
Pension	\$10.72	9,503.28	11,368.56	10,004.44	9,535.44	12,381.60	8,634.96	3,082.00	-	-	428.80	4,073.60	15,420.72	84,433.40
Training	\$0.50	443.25	530.25	466.63	444.75	577.50	402.75	143.75	-	-	20.00	190.00	719.25	3,938.13
LECET	\$0.07	62.06	74.24	65.33	62.27	80.85	56.39	20.13	-	-	2.80	26.60	100.70	551.37
LDCLMCC	\$0.17	150.71	180.29	158.65	151.22	196.35	136.94	48.88	-	-	6.80	64.60	244.55	1,338.99
ISPA	\$0.08	70.92	84.84	74.66	71.16	92.40	64.44	23.00	-	-	3.20	30.40	115.08	630.10
Working Dues	3.75%	685.45	820.32	722.95	706.98	950.60	645.64	259.39	-	-	28.50	285.26	612.03	5,717.12

**SHEET TOTAL** 23,308.94 27,884.29 24,539.50 23,407.03 30,426.20 21,202.01 7,596.40 - - 1,049.30 9,982.86 37,322.56 206,719.09 8

## Laborers' District Council

## Schedule of Deficiencies

Employer Name: Lemont Paving  
Employer Number: 34466  
Agreement Type: \*ISPA

Audit Period: January 1, 2014 through May 31, 2017  
Date of Audit: June 28, 2017  
Field Auditor: Dominic Muzzarelli

		2016								2017					Total
SSN	Name	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May		
	CONCRETE CUTTING & BREAKING (DISB.)	Fringe Hours	16.75	16.75				16.75							50.25
		Dues Hours	16.75	16.75				16.75							50.25
		Dues Wages													-
	GARELLI PAVEMENT SERVICE INC. (DISB.)	Fringe Hours		197.75	262.25	89.00	65.75	106.75							721.50
		Dues Hours		197.75	262.25	89.00	65.75	106.75							721.50
		Dues Wages													-
	UNIVERSAL PAVING & ENGINEERING (DISB.)	Fringe Hours	81.50												81.50
		Dues Hours	81.50												81.50
		Dues Wages													-
	ALEGRIA, MAYNOR LEMONT ASPHALT EE)	Fringe Hours	173.00	203.50	149.00	209.00	189.50	184.00	74.00						1,182.00
		Dues Hours	173.00	203.50	149.00	209.00	189.50	184.00	74.00						1,182.00
		Dues Wages	3,089.75	3,963.00	3,887.00	4,227.00	3,676.50	3,713.00	1,332.00						23,888.25
	BOQUIN, DRIDEN GUTIERREZ (LEMONT ASPHALT EE)	Fringe Hours	133.00	189.00	133.50	197.00	170.50	176.00	52.00						1,051.00
		Dues Hours	133.00	189.00	133.50	197.00	170.50	176.00	52.00						1,051.00
		Dues Wages	3,059.00	4,651.25	3,972.50	4,888.75	4,099.75	4,350.00	1,196.00						26,217.25
	BOQUIN, MELVIN ALEXANDER (LEMONT ASPHALT EE)	Fringe Hours	140.50	177.50	146.50	215.00	178.00	180.00	70.00						1,107.50
		Dues Hours	140.50	177.50	146.50	215.00	178.00	180.00	70.00						1,107.50
		Dues Wages	3,612.50	4,456.25	4,220.25	5,745.75	4,782.00	5,040.00	1,820.00						29,676.75
	EATON, JEREMY (LEMONT ASPHALT EE)	Fringe Hours	153.00	212.00	149.50	218.50	188.50	182.00	65.00						1,168.50
		Dues Hours	153.00	212.00	149.50	218.50	188.50	182.00	65.00						1,168.50
		Dues Wages	2,983.00	4,630.00	4,391.00	4,589.00	3,852.25	3,818.50	1,235.00						25,498.75
	JANKOWSKI, MICHAEL (LEMONT ASPHALT EE)	Fringe Hours	162.50	199.50	137.50	214.00	164.50	190.00	75.00						1,143.00
		Dues Hours	162.50	199.50	137.50	214.00	164.50	190.00	75.00						1,143.00
		Dues Wages	3,263.25	3,842.75	3,557.50	4,502.25	3,215.75	3,978.00	1,425.00						23,784.50
	NATIONAL KURB KUT OF ILLINOIS (DISB.)	Fringe Hours												20.00	20.00
		Dues Hours												20.00	20.00
		Dues Wages													-
	ALEGRIA, MAYNOR (LEMONT PAVING EE)	Fringe Hours											74.50	156.00	230.50
		Dues Hours											74.50	156.00	230.50
		Dues Wages											1,363.50	2,830.50	4,194.00

Total Fringe Hours	860.25	1,196.00	978.25	1,142.50	956.75	1,035.50	336.00	-	-	-	74.50	176.00	6,755.75
Total Dues Hours	860.25	1,196.00	978.25	1,142.50	956.75	1,035.50	336.00	-	-	-	74.50	176.00	6,755.75
Total Wages	16,007.50	21,543.25	20,028.25	23,952.75	19,626.25	20,899.50	7,008.00	-	-	-	1,363.50	2,830.50	133,259.50

Welfare (Active)	\$9.98	8,585.30	11,936.08	9,762.94	11,402.15	9,548.37	10,334.29	3,353.28	-	-	-	743.51	1,756.48	67,422.40
Welfare (Retiree)	\$4.25	3,656.06	5,083.00	4,157.56	4,855.63	4,066.19	4,400.88	1,428.00	-	-	-	316.63	748.00	28,711.95
Pension	\$11.57	9,953.09	13,837.72	11,318.35	13,218.73	11,069.60	11,980.74	3,887.52	-	-	-	861.97	2,036.32	78,164.04
Training	\$0.50	430.13	598.00	489.13	571.25	478.38	517.75	168.00	-	-	-	37.25	88.00	3,377.89
LECET	\$0.07	60.22	83.72	68.48	79.98	66.97	72.49	23.52	-	-	-	5.22	12.32	472.92
LDCLMCC	\$0.17	146.24	203.32	166.30	194.23	162.65	176.04	57.12	-	-	-	12.67	29.92	1,148.49
ISPA	\$0.08	68.82	95.68	78.26	91.40	76.54	82.84	26.88	-	-	-	5.96	14.08	540.46
Working Dues	3.75%	600.28	807.87	751.06	898.23	735.98	783.73	262.80	-	-	-	51.13	106.14	4,997.22

**SHEET TOTAL** 23,500.14 32,645.39 26,792.08 31,311.60 26,204.68 28,348.76 9,207.12 - - - 2,034.34 4,791.26 184,835.37 9



## Laborers' District Council

## Schedule of Deficiencies

Employer Name: Lemont Paving  
Employer Number: 34466  
Agreement Type: \*ISPA

Audit Period: January 1, 2014 through May 31, 2017  
Date of Audit: June 28, 2017  
Field Auditor: Dominic Muzzarelli

SSN	Name		2016							2017					Total
			Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
	BOQUIN, DRIDEN GUTIERREZ (LEMONT PAVING EE)	Fringe Hours											24.00	143.50	167.50
		Dues Hours											24.00	143.50	167.50
		Dues Wages											552.00	3,329.25	3,881.25
	BOQUIN, MELVIN ALEXANDER (LEMONT PAVING EE)	Fringe Hours											82.00	162.50	244.50
		Dues Hours											82.00	162.50	244.50
		Dues Wages											2,158.00	4,217.50	6,375.50
	EATON, JEREMY (LEMONT PAVING EE)	Fringe Hours											161.50	162.50	324.00
		Dues Hours											161.50	162.50	324.00
		Dues Wages											3,125.00	3,275.00	6,400.00
	GUZMAN, PEDRO (LEMONT PAVING EE)	Fringe Hours											42.50	162.00	204.50
		Dues Hours											42.50	162.00	204.50
		Dues Wages											743.75	2,779.50	3,523.25
	SHELLY, DAVID (LEMONT PAVING EE)	Fringe Hours											82.00	146.00	228.00
		Dues Hours											82.00	146.00	228.00
		Dues Wages											1,411.00	2,503.25	3,914.25
		Fringe Hours													-
		Dues Hours													-
		Dues Wages													-

Total Fringe Hours	-	-	-	-	-	-	-	-	-	-	-	-	392.00	776.50	1,168.50
Total Dues Hours	-	-	-	-	-	-	-	-	-	-	-	-	392.00	776.50	1,168.50
Total Wages	-	-	-	-	-	-	-	-	-	-	-	-	7,989.75	16,104.50	24,094.25

Welfare (Active)	\$9.98	-	-	-	-	-	-	-	-	-	-	-	3,912.16	7,749.47	11,661.63
Welfare (Retiree)	\$4.25	-	-	-	-	-	-	-	-	-	-	-	1,666.00	3,300.13	4,966.13
Pension	\$11.57	-	-	-	-	-	-	-	-	-	-	-	4,535.44	8,984.11	13,519.55
Training	\$0.50	-	-	-	-	-	-	-	-	-	-	-	196.00	388.25	584.25
LECET	\$0.07	-	-	-	-	-	-	-	-	-	-	-	27.44	54.36	81.80
LDCLMCC	\$0.17	-	-	-	-	-	-	-	-	-	-	-	66.64	132.01	198.65
ISPA	\$0.08	-	-	-	-	-	-	-	-	-	-	-	31.36	62.12	93.48
Working Dues	3.75%	-	-	-	-	-	-	-	-	-	-	-	299.62	603.92	903.54

SHEET TOTAL

-	-	-	-	-	-	-	-	-	-	-	-	-	10,734.66	21,274.37	32,009.03
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**Laborers' District Council****Monthly Summary of Discrepancies by Fund**

Employer Name: Lemont Paving  
Employer Number: 34466  
Agreement Type: \*ISPA

Audit Period: January 1, 2014 through May 31, 2017  
Date of Audit: June 28, 2017  
Field Auditor: Dominic Muzzarelli

	2013							2014					Total
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
Total Fringe Hours	-	-	-	-	-	-	-	-	-	-	120.00	732.00	852.00
Total Dues Hours	-	-	-	-	-	-	-	-	-	-	120.00	732.00	852.00
Total Wages	-	-	-	-	-	-	-	-	-	-	2,360.00	14,587.00	16,947.00

Welfare	\$13.38	-	-	-	-	-	-	-	-	-	1,605.60	9,794.16	11,399.76
Pension	\$9.52	-	-	-	-	-	-	-	-	-	1,142.40	6,968.64	8,111.04
Training	\$0.50	-	-	-	-	-	-	-	-	-	60.00	366.00	426.00
LECET	\$0.07	-	-	-	-	-	-	-	-	-	8.40	51.24	59.64
LDCLMCC	\$0.12	-	-	-	-	-	-	-	-	-	14.40	87.84	102.24
ISPA	\$0.08	-	-	-	-	-	-	-	-	-	9.60	58.56	68.16
Working Dues	3.25%	-	-	-	-	-	-	-	-	-	76.70	474.08	550.78
TOTALS		-	-	-	-	-	-	-	-	-	2,917.10	17,800.52	20,717.62

**Laborers' District Council****Monthly Summary of Discrepancies by Fund**

Employer Name: Lemont Paving  
Employer Number: 34466  
Agreement Type: \*ISPA

Audit Period: January 1, 2014 through May 31, 2017  
Date of Audit: June 28, 2017  
Field Auditor: Dominic Muzzarelli

	2014							2015					Total
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
Total Fringe Hours	735.50	645.50	2,781.25	2,353.50	1,280.75	770.00	1,144.75	-	-	-	352.50	1,111.00	11,174.75
Total Dues Hours	735.50	645.50	2,781.25	2,353.50	1,280.75	770.00	1,144.75	-	-	-	352.50	1,111.00	11,174.75
Total Wages	14,895.25	12,642.13	17,327.63	15,986.51	26,909.01	16,214.38	2,297.50	-	-	-	7,230.50	23,358.14	136,861.05

Welfare (Active)	\$9.98	7,340.29	6,442.09	27,756.88	23,487.93	12,781.89	7,684.60	11,424.61	-	-	-	3,517.95	11,087.78	111,524.02
Welfare (Retiree)	\$3.80	2,794.90	2,452.90	10,568.75	8,943.30	4,866.85	2,926.00	4,350.05	-	-	-	1,339.50	4,221.80	42,464.05
Pension	\$10.12	7,443.26	6,532.46	28,146.25	23,817.42	12,961.19	7,792.40	11,584.87	-	-	-	3,567.30	11,243.32	113,088.47
Training	\$0.50	367.75	322.75	1,390.63	1,176.75	640.38	385.00	572.38	-	-	-	176.25	555.50	5,587.39
LECET	\$0.07	51.49	45.19	194.69	164.75	89.65	53.90	80.13	-	-	-	24.68	77.77	782.25
LDCLMCC	\$0.12	88.26	77.46	333.75	282.42	153.69	92.40	137.37	-	-	-	42.30	133.32	1,340.97
ISPA	\$0.08	58.84	51.64	222.50	188.28	102.46	61.60	91.58	-	-	-	28.20	88.88	893.98
Working Dues	3.25%	484.10	410.87	563.15	519.56	874.54	526.97	74.67	-	-	-	234.99	759.14	4,447.99
TOTALS		18,628.89	16,335.36	69,176.60	58,580.41	32,470.65	19,522.87	28,315.66	-	-	-	8,931.17	28,167.51	280,129.12

	2015							2016					Total
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
Total Fringe Hours	886.50	1,060.50	933.25	889.50	1,155.00	805.50	287.50	-	-	40.00	380.00	1,438.50	7,876.25
Total Dues Hours	886.50	1,060.50	933.25	889.50	1,155.00	805.50	287.50	-	-	40.00	380.00	1,438.50	7,876.25
Total Wages	18,278.63	21,875.13	19,278.63	18,852.88	25,349.40	17,217.00	6,917.00	-	-	760.00	7,607.00	16,320.75	152,456.42

Welfare (Active)	\$9.98	8,847.27	10,583.79	9,313.84	8,877.21	11,526.90	8,038.89	2,869.25	-	-	399.20	3,792.40	14,356.23	78,604.98
Welfare (Retiree)	\$4.00	3,546.00	4,242.00	3,733.00	3,558.00	4,620.00	3,222.00	1,150.00	-	-	160.00	1,520.00	5,754.00	31,505.00
Pension	\$10.72	9,503.28	11,368.56	10,004.44	9,535.44	12,381.60	8,634.96	3,082.00	-	-	428.80	4,073.60	15,420.72	84,433.40
Training	\$0.50	443.25	530.25	466.63	444.75	577.50	402.75	143.75	-	-	20.00	190.00	719.25	3,938.13
LECET	\$0.07	62.06	74.24	65.33	62.27	80.85	56.39	20.13	-	-	2.80	26.60	100.70	551.37
LDCLMCC	\$0.17	150.71	180.29	158.65	151.22	196.35	136.94	48.88	-	-	6.80	64.60	244.55	1,338.99
ISPA	\$0.08	70.92	84.84	74.66	71.16	92.40	64.44	23.00	-	-	3.20	30.40	115.08	630.10
Working Dues	3.75%	685.45	820.32	722.95	706.98	950.60	645.64	259.39	-	-	28.50	285.26	612.03	5,717.12
TOTALS		23,308.94	27,884.29	24,539.50	23,407.03	30,426.20	21,202.01	7,596.40	-	-	1,049.30	9,982.86	37,322.56	206,719.09

**Laborers' District Council****Monthly Summary of Discrepancies by Fund**

Employer Name: Lemont Paving  
Employer Number: 34466  
Agreement Type: \*ISPA

Audit Period: January 1, 2014 through May 31, 2017  
Date of Audit: June 28, 2017  
Field Auditor: Dominic Muzzarelli

	2016							2017					Total
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
Total Fringe Hours	860.25	1,196.00	978.25	1,142.50	956.75	1,035.50	336.00	-	-	-	466.50	952.50	7,924.25
Total Dues Hours	860.25	1,196.00	978.25	1,142.50	956.75	1,035.50	336.00	-	-	-	466.50	952.50	7,924.25
Total Wages	16,007.50	21,543.25	20,028.25	23,952.75	19,626.25	20,899.50	7,008.00	-	-	-	9,353.25	18,935.00	157,353.75

Welfare (Active)	\$9.98	8,585.30	11,936.08	9,762.94	11,402.15	9,548.37	10,334.29	3,353.28	-	-	-	4,655.67	9,505.95	79,084.03
Welfare (Retiree)	\$4.25	3,656.06	5,083.00	4,157.56	4,855.63	4,066.19	4,400.88	1,428.00	-	-	-	1,982.63	4,048.13	33,678.08
Pension	\$11.57	9,953.09	13,837.72	11,318.35	13,218.73	11,069.60	11,980.74	3,887.52	-	-	-	5,397.41	11,020.43	91,683.59
Training	\$0.50	430.13	598.00	489.13	571.25	478.38	517.75	168.00	-	-	-	233.25	476.25	3,962.14
LECET	\$0.07	60.22	83.72	68.48	79.98	66.97	72.49	23.52	-	-	-	32.66	66.68	554.72
LDCLMCC	\$0.17	146.24	203.32	166.30	194.23	162.65	176.04	57.12	-	-	-	79.31	161.93	1,347.14
ISPA	\$0.08	68.82	95.68	78.26	91.40	76.54	82.84	26.88	-	-	-	37.32	76.20	633.94
Working Dues	3.75%	600.28	807.87	751.06	898.23	735.98	783.73	262.80	-	-	-	350.75	710.06	5,900.76
TOTALS		23,500.14	32,645.39	26,792.08	31,311.60	26,204.68	28,348.76	9,207.12	-	-	-	12,769.00	26,065.63	216,844.40



## LABORERS' PENSION & WELFARE FUNDS

FIELD REP JF

1-1-14 - 5-31-17

## LEMONT PAVING

**CODE 34466**

**FOLLOWING ARE THE FIGURES OWED BY THE ABOVE MENTIONED CONTRACTOR AS A RESULT OF THE AUDIT.**

ADDITIONAL HOURS	WELFARE		RETIREE WELFARE		PENSION		TRAINING FUND		DUES		LDC/MCC		ISPA		LECET		TOTAL	
	HOURS	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE	RATE
ADDITIONAL HOURS	852.00	11,399.76	13.38			8,111.04	9.52	426.00	0.50	550.78	102.24	0.12	68.16	0.08	59.64	0.07	20,717.62	
	11,174.75	111,524.02	9.98	42,464.05	3.80	113,088.47	10.12	5,587.39	0.50	4,447.99	1,340.97	0.12	883.98	0.08	782.25	0.07	280,129.12	
	7,876.25	78,604.98	9.98	31,505.00	4.00	84,433.40	10.72	3,938.13	0.50	5,717.12	1,338.99	0.17	630.10	0.08	551.37	0.07	206,719.09	
	6,755.75	67,422.40	9.98	28,711.95	4.25	78,164.04	11.57	3,377.89	0.50	4,997.22	1,148.49	0.17	540.46	0.08	472.92	0.07	184,835.37	
6-1-16 - 5-31-17	1,168.50	11,661.63	9.98	4,966.13	4.25	13,519.55	11.57	584.25	0.50	903.54	196.65	0.17	93.48	0.08	81.80	0.07	32,009.03	
MEN NOT REPORTED																		
SUBTOTAL	27,827.25	280,612.79		107,647.13		297,316.50		13,913.66		16,616.65	4,129.34		2,226.18		1,947.98		724,410.23	
10% LIQUIDATED DAMAGES																	2,492.02	
20% LIQUIDATED DAMAGES		56,122.56		21,529.43		59,463.30		2,782.73		1,661.67	412.93		222.62		194.80		139,898.02	
AUDIT COSTS		1,015.40		985.54		985.53											2,986.47	
ATTORNEY FEES																		
ACCUM. LIQUIDATED DAMAGES																		
ACCUM. INTEREST		48,421.56		17,257.88		48,886.99		2,375.88			635.83		380.14		332.63		118,290.91	
TOTAL DUE		386,172.31		147,419.98		406,652.32		19,072.27		18,278.32	5,178.10		2,828.94		2,475.41		989,077.65	